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July 11, 1996

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Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M. Street, NW, Room 222
Washington, DC 20554

RE: RESTRICTIONS ON OVER-THE-AIR RECEPTION DEVICES, CS DOCKET NO. 96-83; AND
PREEMPTION OF LOCAL ZONING REGULATION OF SATELLITE EARTH STATIONS, VB
DOCKET NO. 95-59

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Insignia Management Group, L.P. provides property management services for multi-unit, residential apartment buildings with a portfolio consisting of a total of 1,284 properties or 213,433 units in 45 states and 608 cities. Consequently we have entered into hundreds of thousands of leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restricts" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances,

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

Enclosures

LEASE AGREEMENT

(Name Of Apartment Property)

The owner of the above Apartment Property, acting by and through its Managing Agent, **INSIGNIA MANAGEMENT GROUP, L.P.** (hereinafter "Management"), in consideration of and subject to the terms, conditions and covenants contained in this lease agreement, hereby leases unto _____

(hereinafter "Resident") and Resident hereby leases from the owner Apartment No. _____ (hereinafter the "Premises") in the Apartment Property known as _____ located at _____ (hereinafter the "Property").

1. (a) Term. This lease shall be for a term of _____ months, which term shall commence on the _____ day of _____, 19____ and shall terminate on the _____ day of _____, 19____, unless sooner terminated as herein provided.

(b) Early Termination. Unless otherwise prohibited by applicable state law and, if Resident and Management mutually agree, the Resident may terminate this agreement before the expiration of the original term by:

- (1) giving Management at least thirty (30) days written notice; plus
- (2) paying all monies due through date of termination, plus
- (3) paying a Lease Termination Fee of _____, such amount being paid by Resident as additional consideration to Management in return for the relinquishment and release by Management of any claim it might have against Resident for the balance of the rent due under the lease.
- (4) In addition, all Resident's security deposit shall become the unconditional property of Management, if not prohibited under law, not as penalty but as damages.

The foregoing shall not relieve resident of his/her responsibilities and obligations regarding any damage to the Premises.

2. Rent. Resident shall pay to Management the sum of _____ (\$ _____) per month payable in advance on or before the 1st of every month during the term of the Lease, such sum to be made payable to Insignia Management Group, L.P. at the above office address or at such other address as Management shall designate in writing to Resident; provided, that if Resident's lease term begins on a day other than the 1st day of the month, Resident shall pay a full month's rent upon the execution of this Lease, with appropriate prorations to be made in the rental due for the succeeding month. All rent shall be paid in legal tender of the United States, without setoff, abatement, or reduction. Resident shall pay Management a late charge of \$ _____ for each monthly rental payment paid after the date on which it is due and shall pay a service charge of \$ _____ per each returned check given to Management in payment of rent.

3. (a) Security Deposit. In addition to the first monthly rental payment, Resident has this date deposited with Management the sum of _____ (\$ _____), the receipt of which is hereby acknowledged, as security to Management for the performance by Resident of certain obligations and undertakings required of Resident under this lease. In addition to the retention of Resident's security deposit as specified in Paragraphs 1(b), 3(b), 6(b), 12, and 14 of this Lease, part or all of Resident's security deposit may become the unconditional property of Management if Management, either as required by law or by election, shall pay or be liable to pay any sum or sums, perform any act or thing on behalf of Resident, or make good any default of Resident, to any party or parties.

(b) Return of Security Deposit. Upon the termination of the Resident's residency, absent any default or violation of the provisions of this Lease which allow Management to retain all or part of Resident's security deposit, Management shall refund Resident's security deposit in accordance with applicable state and local laws. In the absence of any state or local laws regarding the return of security deposits, and, upon the above conditions being met, Management shall refund Resident's security deposit within thirty (30) days of the date of termination of residency. Also, in the absence of any state or local laws, if Resident gives Management an incorrect or incomplete forwarding address, or if Resident does not give Management a forwarding address, and Management is unable, after reasonable investigation, to determine Resident's new mailing address within sixty (60) days from the date of termination of residency, the security deposit shall become the unconditional property of Management.

4. Pets. If Resident owns a pet animal which will be kept on the Premises, Resident shall obtain the written consent of Management with respect thereto and has paid a ☐ refundable pet deposit ☐ non-refundable pet fee to Management in the amount of _____

(\$ _____). Any damages incurred to the Premises above and beyond such amount shall be charged to Resident. In the event Resident's pet becomes a nuisance to Management or to other residents, Management may, in its sole discretion require the pet to be removed from the Premises. Failure of Resident to remove the pet from the Premises following two (2) days notice from management shall constitute a default of this Lease by Resident.

5. Occupancy and Use of Premises. The Premises shall be used only for residential purposes and shall be occupied only by the persons named in Resident's Application to Lease. Resident shall not permit said Premises to be used for any purpose that will injure or damage the reputation of the building or the apartment property of which they are a part. Resident will not use or keep in said Premises anything which would in any way adversely affect the terms and condition of the owner's fire insurance coverage. Resident shall not at any time whatsoever do any act or thing to cause a disturbance or interference with the rights of or the quiet and peaceful enjoyment of the other residents. Resident shall abide by and strictly conform to all rules issued and posted by Management from time to time.

Such rules shall be posted by Management in a conspicuous place on said Property and may be changed from time to time if such change is necessary in the opinion of Management. The failure of Management to insist upon strict performance of any such rules shall not be construed as a waiver of any of Management's legal or equitable rights or remedies, nor be deemed a waiver of any subsequent breach or default by Resident. In the event of a conflict between the rules and the terms of this Lease, this Lease shall control.

6. Maintenance of Premises

(a) Original Condition. The leased Premises and the fixtures contained therein shall be deemed to be clean and acceptable, and in good repair and operative, unless otherwise reported in writing to Management within forty-eight (48) hours of the commencement of this lease term.